



## **Business Internet Banking Electronic Services Agreement**

This Agreement describes your rights and obligations as a user of Business Internet Banking online banking services and/or Bill Payment online bill paying services. It also describes the rights and obligations of The Juniata Valley Bank. Please read this Agreement carefully. By requesting, accessing and using one of these services, you agree to comply with the terms and conditions of this Agreement, without limitation. The Juniata Valley Bank may, at its sole discretion, modify or revise these terms and conditions at any time by updating them on the Web site. You agree to comply with such modifications or revisions and, therefore, should periodically review the provisions of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, as amended from time to time, and any applicable federal laws.

### **Definitions**

The following definitions apply in this Agreement:

- "access" refers to the ability to obtain account information, send electronic messages, transfer funds between accounts, pay bills, or conduct/initiate other banking transactions, as described further in this Agreement or as made available at a future date.
- "Bill Payment service" means the ability to make payments to third parties using Web-based services.
- "Business Internet Banking" refers to The Juniata Valley Bank's online banking services for business or commercial customer users.
- "online banking services" means the ability to access a Juniata Valley Bank account from which you will be directing transactions using our Web-based services.
- "password" is the code(s) or company/user ID(s) that establish and authenticate your connection to the Business Internet Banking site
- "we" "us" or "our" refers to The Juniata Valley Bank, which offers the services and which holds the accounts accessed by the services.
- "you" or "your" refers to each and every authorized user of Business Internet Banking online banking services and/or Bill Payment service.
- "user" refers to the employees of the Company accessing the Business Internet Banking service

### **Requirements**

In order to utilize Business Internet Banking, users must:

- Be a business account customer of the Juniata Valley Bank.
- Remain an active user of Business Internet Banking. For security reasons, inactivity for over 180 days may result in termination of access without notification.
- Accept the terms and conditions of this Online Banking Agreement.

### **Access to Online Banking Services**

We shall provide instructions on how to use the online banking services and Bill Payment service. You gain access to online banking services through the use of your Internet-enabled

device, your Internet Service Provider (ISP), and your passwords. Further, we have the right to monitor and review all banking activity conducted via Business Internet Banking online banking services, Bill Payment service, and/or any other related services.

You agree that we shall not be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Bank, Internet browser, or ISP. Nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages arising out of your use of Business Internet Banking online banking services, Bill Payment service, and/or any other related services.

### **Use of Your Security Password**

In accordance with the terms of this Agreement, we will accept instructions from any person using the business' password to transfer funds or to initiate other transactions from all eligible business accounts to other accounts with us. We are entitled to act on instructions received under the business' password, and the use of the business' password will be considered to have the same effect as the signature of your authorized representative, even if the person using the password was not authorized to do so.

### **Security Procedures**

The Juniata Valley Bank and its vendors are committed to providing a safe online banking system. Login information and the request and display of account information are done via the use of encrypted SSL communication to prevent unauthorized access. Login attempts are monitored and four consecutive failed login attempts will result in your access becoming blocked. It will be necessary to contact our Electronic Banking Customer Service staff to request that it be unblocked or reset.

You will be prompted from time to time to change your password for additional security. You may change your password at any time by selecting the Change Password option.

In order to maintain secure communications and reduce fraud, you agree to protect the security of your passwords, numbers, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the services to maintain or restore security to our Site and systems, if we reasonably believe your Access Codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

### **User Responsibilities**

Safe and effective use of Business Internet Banking requires that you, the customer, take an active role and responsibility for maintaining a safe and secure personal computer environment and follow safe online computing practices. Your role in maintaining a secure environment includes, but is not limited to, the following.

- Do not share your private or personal information (User ID, password, account number(s), card number, PIN, Social Security Number), or any other sensitive information with unauthorized parties.
- Do not leave your private or personal information out in an open area accessible by others, including your computer screen. When possible, lock your computer prior to leaving it and enable a password-protected screen-saver to automatically lock your computer.
- Do not send your private or personal information over any public or general e-mail system. Email is generally not secure or encrypted and unauthorized parties could easily read the contents.

- Do not login or access Business Internet Banking from public or shared use computers when you are unable to verify the software installed does not record your keystrokes or online activity.
- Do not leave your computer unattended while you are logged in to Business Internet Banking.
- Secure your computer by utilizing our Trusteer Rapport Service, using a firewall and running updated anti-virus and anti-spyware software to reduce the possibility of having the information you type captured and sent to unauthorized parties.
- Do not use an easy to guess password such as your first or last name, "password" or the name of a family member. A more secure password should be at least 8 characters long and include a combination of numbers, upper & lowercase letters, as well as special characters such as !@#\$%&\* (+=?;.
- Change your password on a regular basis. Change your password periodically as required or as soon as possible if you have any reason to believe that others may know it.
- Be skeptical of all requests for your personal information regardless of whether they are made via phone calls, e-mail messages, or web pages. Contact your Juniata Valley Bank branch or the Electronic Banking Department at 717-436-3214 to confirm any request for personal information.
- Review activity reports regularly to monitor suspicious activity.
- Immediately report any unauthorized or suspicious activity on your account or any lost or stolen personal information to the Electronic Banking Department at 717-436-3214.

### **Online Banking Services**

When applying for Internet Banking for Business, you are asked to list accounts to which you want access. If the accounts specify “two (2) signatures required”, you acknowledge that you want access to that account through online banking and that the bank will not be responsible for any loss that may be incurred through the use of the account for online banking services such as transfers and all other services that you may use. In addition to viewing account information and transferring funds between accounts, you may request to use other online banking services available to business users either at the current time or in the future. We shall review any such requests, and approve or deny as deemed appropriate.

### **Bill Payment Service**

As available, the Bill Payment service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment account(s) to third parties you wish to pay. Your Bill Payment account(s) must be a checking account. Through the Bill Payment service, you can pay bills from your Bill Payment account(s) to businesses or individuals. You must apply for this service and accept the terms and conditions, as presented on the Web site by the Bill Payment service provider, to establish the Bill Payment account.

### **Electronic Mail**

If you send The Juniata Valley Bank an electronic mail message (e-mail), we shall be deemed to have received it on the following business day. We shall have a reasonable time to act on your e-mail. You should not rely on electronic mail if you need to communicate with The Juniata Valley Bank immediately. For example, if you need to report an unauthorized transaction from one of your accounts, you should contact us immediately by telephone or in person.

## **Hours of Operation**

The Business Internet Banking online banking services and Bill Payment service are available 24 hours a day, seven (7) days a week, except during special maintenance periods and due to circumstances beyond our control. For purposes of transactions, our business days are Monday through Friday, excluding holidays. All Online Banking transactions received on non-business days or after 3:00 p.m. on business days will be processed on the next business day.

## **Restricted Transactions**

In accordance with the requirements of the Unlawful Internet Gambling Act of 2006 and Regulation GG, restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

## **Other Agreements**

In addition to this Agreement, each of your accounts at The Juniata Valley Bank is also governed by an account agreement and other documentation (collectively, your "Account Disclosures"). The Account Disclosures also apply to any electronic fund transfers made to or from your accounts by use of the services described in this Agreement. In the event of any conflict between the Account Disclosures and this Agreement, this Agreement will control.

Your use of the Business Internet Banking online banking services and/or the Bill Payment service is your acknowledgment that you have received the Account Disclosures and this Agreement and intend to be bound by them. You should review other disclosures received by you when you open(ed) your accounts at The Juniata Valley Bank or subsequent updates, including the fees that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures, as well as the current fee schedule for Business Internet Banking and Bill Payment. We will automatically deduct the fees related to Business Internet Banking online banking services and/or Bill Payment service from your designated account each month.

## **Modifications to this Agreement**

We may modify the terms and conditions applicable to either the Business Internet Banking online banking services and/or Bill Payment service from time to time upon e-mailing, mailing or delivering a notice of the modification to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We will make the revised terms available on our website and may, as a courtesy to you, send a notice to you via electronic mail and you will be deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Business Internet Banking online banking services and/or Bill Payment service in whole or in part at any time without prior notice.

## **Questions and Errors**

In case of questions or errors regarding Business Internet Banking online banking services or Bill Payment service, contact us by one of the following methods:

- By sending an e-mail to [ibanking@jvbonline.com](mailto:ibanking@jvbonline.com) or by clicking on the email button within the Business Online Banking;
- By calling the Electronic Banking Department at 717-436-3214 from 8:00 a.m. to 4:00 p.m. on Monday through Friday; or,

- By writing a letter and sending it to the Electronic Banking Department either by dropping it off at any Juniata Valley Bank office or by mailing it to The Juniata Valley Bank, P.O. Box 66, Mifflintown, PA 17059.

### **Termination of Services**

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts which you access using Business Internet Banking online banking services and/or Bill Payment service. We can terminate your online banking privileges, including the Bill Payment service, under this Agreement without notice to you if you do not pay any fee required by this Agreement when due, if you do not comply with the agreements governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the service(s) for any other reason. Also, we reserve the right to discontinue the Business Internet Banking online banking services, Bill Payment service, or any other related services at any time.

To cancel the Business Internet Banking online banking services and/or Bill Payment service, you must notify us as to whether you are discontinuing online banking services, Bill Payment service, or both, and the effective date to stop the service(s). When Bill Payment service is terminated, any prescheduled bill payments will also be terminated. Your final fees for the service(s) will be assessed accordingly. You may notify us by one of the methods outlined above for questions and errors.

### **Fee Schedule**

The fees that you will be assessed for accessing eligible accounts through Business Internet Banking online banking services and/or Bill Payment service will be based on the specific service(s) you choose as a business customer. Fees are disclosed at the time of initial setup of Business Internet Banking online banking services and/or Bill Payment service. Fees are subject to change, at our discretion, and will be communicated to you by a method of the Bank's choosing. Your use of the service(s) after the effective date for any fee adjustments shall imply your acceptance and consent to the revised fees. You agree to pay promptly all fees and authorize us to deduct all fees from your designated account or, if there are insufficient funds in this account, any other of your Juniata Valley Bank accounts. You agree to be responsible for telephone and ISP charges to the extent that any may be incurred through use of the Business Internet Banking online banking services or Bill Payment service.